ment; and by the same act it is made a high misdemeanor for any officer of the United States to enter, in its behalf, into a contract with a member of Congress.

[But if a member withdraw from a contract it may be concluded with the other partners.—Opinion of Attorney General. 4, 47. A contract with one who is elected a member of Congress during its continuance is not affected by such election.—Ibid., 5, 697.]

The Postmaster General has no power, under the law, to release bidders and contractors and their sureties from their liabilities on the allegation of real or supposed mistakes of any kind in making proposals. He particularly requests that, before bidding, the fullest inquiry and investigation be made in regard to the route, distance, service, weight of mails, cost of stock, feed, and all expenses existing and likely to occur during the contract term, and with due consideration of the consequences imposed by law on delinquents.

Contracts to be executed and filed in the department by the first day of June.

Under the provisions of section 245 of the act approved June 23, 1874, the Postmaster General has prescribed the 1st day of June, 1875, on or before which day the contracts of accepted bidders must be received at the Department in Washington, executed in due form.

Accepted bidders not complying with this regulation shall be considered as having failed to comply with their proposals, and the Postmaster General may proceed to contract for the service with other parties, according to law.

Contracts received at the Department after June 1st will not be considered by the Postmaster General.

FORM OF PROPOSAL, BOND, AND CERTIFICATE.

Proposal.

The undersigned ———— ————, whose post-office address is ——, county of ——, State of ——, proposes to carry the mails of the United States, from July 1, 1875, to June 30, 187 , on route No. —, between —— and ——, State of ——, under the advertisement of the Postmaster General, dated December 1, 1874, "with celerity, certainty, and security," for the annual sum of —— dollars; and if this proposal is accepted he will enter into contract, with sureties to be approved by the Postmaster General, within the time prescribed in said advertisement.

This proposal is made with full knowledge of the distance of the route, the weight of the mail to be carried, and all other particulars in reference to the route and service; and, also, after careful examination of the laws and instructions attached to advertisement of mail service.

Dated ————   ———— ————, Bidder.

Oath required by section 245 of an act of Congress approved June 23, 1874, to be affixed to each bid for carrying the mail, and to be taken before an officer qualified to administer oaths.

I ————, of ——, bidder for carrying the mail on route No. —, from —— to ——, do swear that I have the ability, pecuniarily, to fulfill my obligation as such bidder; that the bid is made in good faith, and with the intention to enter into contract and perform the service in case said bid shall be accepted.

————————.

Sworn to and subscribed before me,
————— for the —— of ——, this —— day of ——, A. D. 187 , and in testimony whereof I hereunto sub— [SEAL] scribe my name and affix my official seal the day and year aforesaid.

—————————.

NOTE.—When the oath is taken before a justice of the peace, or any other officer not using a seal, except a judge of a United States court, the certificate of the clerk of a court of record must be added, under his seal of office, that the person who administered the oath is duly qualified as such officer.

Bids of $5000 and upward must be accompanied by a certified check, or draft, on some solvent national bank, payable to the order of the Postmaster General, equal to 5 per centum on the present annual pay on the route; or in case of new service, not less than 5 per centum of the amount of the bond accompanying the bid, if said bond exceeds $5000.

The proposal must be signed by the bidder or bidders, and the date of signing affixed.

Direct to the "Second Assistant Postmaster General, Post Office Department, Washington, D. C.," marked "Proposals, State of ——."

BOND.

Directions.

☞ Insert the names of the principal and sureties in full in the body of the bond; also the date. The signatures to the bond should be witnessed, and the certificate on the inside should be signed by a justice of the peace, adding his official title, or, if signed by a Notary Public, he should affix his seal.

Know all men by these presents, that

————, of ——, in the State of ——, principal, and ———— and ———— of ————, in the State of ——, as sureties. are held and firmly bound unto the United States of America in the just and full sum of —— dollars, lawful money of the United States, to be paid to the said United States of America or its duly appointed or authorized officer or officers; to the payment of which, well and truly to be made and done, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this—— day of ——, 187 .

Whereas, by an act of Congress approved June 23, 1874, entitled "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June thirtieth, eighteen hundred and seventy-five, and for other purposes," it is provided: "that every proposal for carrying the mail shall be accompanied by the bond of the bidder, with sureties approved by a postmaster," in pursuance whereof, and in compliance with the provisions of said law, this bond is made and executed, subject on all the terms, conditions, and remedies thereon, in the said act provided and prescribed, to accompany the aforegoing and annexed proposal of the said —— ——.

Now, the condition of the said obligation is such, that if the said —— ————, bidder as aforesaid, shall, within such time after his bid is accepted as the Postmaster General has prescribed in said advertisement of route No. —, to-wit, on or before the 1st day of June, 1875, enter into a contract with the United States of America, with good and sufficient sureties to be approved by the Postmaster General, to perform the service proposed in his said bid, and further shall perform said service according to his contract: then this obligation shall be void, otherwise to be in full force and obligation in law.

In witness whereof we have hereunto set our hands and seals this —— day of ——, 187 .

————— ——, [L. S.]
————— ——, [L. S.]
————— ——, [L. S.]

Witness:
————— ——.
————— ——.

STATE OF ——
County of ——

On this —— day of ——, 187 , personally appeared before me ———— and ——— ———, sureties in the aforegoing bond, to me known to be the persons named in said bond as sureties, and who have executed the same as such, who being by me duly sworn, depose and say, and each for himself deposes and says, he has executed the within bond, that his place of residence is correctly stated therein, that he is the owner of real estate worth the sum hereinafter set against his name over and above all debts due and owing by him, and all judgments, mortgages, and executions against him, after allowing all exemptions of every character whatever, the total sum thus assured amounting to ($——) —— dollars.

—— $ ——.   —— $ ——.
—— $ ——.   —— $ ——.
—— $ ——.

Subscribed and sworn before me this —— day of ——, 187 .

————— ——,

NOTE.—When the above oath is taken before a justice of the peace or any other officer not using a seal, except a Judge of a U. S. Court, the certificate of the clerk of a court of record must be added, under his seal of office, that the person who administered the oath is duly qualified as such officer.

STATE OF ——
COUNTY OF ——

I, ————, clerk of the —— the same being a Court of Record, do hereby certify that ————, whose genuine signature appears to the foregoing affidavit, was, at the time of signing the same, a justice of the peace in and for the county and State aforesaid, duly qualified, and that all his official acts as such are entitled to full faith and credit.

In testimony whereof, I have hereunto set my hand as clerk, and affixed the seal of said court, on this —— day of ——, 187 .

[L. S.]   ————, Clerk.

CERTIFICATE OF POSTMASTER.

I, the undersigned postmaster at ——, State of ——, after the exercise of due diligence to inform myself of the pecuniary ability and responsibility of the principal and his sureties in the aforegoing bond, and of the unincumbered real estate owned by them, respectively, do hereby approve said bond and certify that the said sureties are sufficient—sufficient to insure the payment of double the entire amount of the said bond; and I do further certify that the said bond was duly signed by ————, and ———— and ————, his sureties, before signing this certificate.

————— ——, Postmaster.

Dated ——, 187 .

Instructions to bidders and postmasters; containing also conditions to be incorporated in the contracts to the extent the Department may deem proper.

1. Seven minutes are allowed to each in-

termediate office, when not otherwise specified, for assorting the mails.

2. On routes where the mode of conveyance admits of it, the special agents of the Post Office Department, also post office blanks, mail bags, locks and keys, are to be conveyed without extra charge.

3. "Way bills" or receipts, prepared by postmasters or other agents of the Department, will accompany the mails, specifying the number and destination of the several bags, to be examined by the postmasters, to insure regularity in the delivery of bags and pouches.

4. No pay will be made for trips not performed; and for each of such omissions, if the failure be occasioned by the fault of the contractor or carrier, three times the pay of the trip will be deducted. For arrivals so far behind time as to break connection with depending mails, and not sufficiently excused, one fourth of the compensation for the trip is subject to forfeiture. For repeated delinquencies of the kind herein specified, enlarged penalties, proportioned to the nature thereof and the importance of the mail, may be made.

5. For leaving behind or throwing off the mails, or any portion of them, for the admission of passengers, or for being concerned in setting up or running an express conveying intelligence in advance of the mail, a quarter's pay may be deducted.

6. Fines will be imposed, unless the delinquency be promptly and satisfactorily explained by certificates of postmasters or the affidavits of other credible persons, for failing to arrive in contract time; for neglecting to take the mail from, or deliver it into, a post office; for suffering it to be wet, injured, destroyed, robbed, or lost; and for refusing, after demand, to convey the mail as frequently as the contractor runs, or is concerned in running, a coach, car, or steamboat on a route.

7. The Postmaster General may annul the contract for repeated failures to run agreeably to contract; for violating the post office laws, or disobeying the instructions of the Department; for refusing to discharge a carrier when required by the Department to do so; for running an express as aforesaid; or for transporting persons or packages conveying mailable matter out of the mail.

8. The Postmaster General may order an increase of service on a route by allowing therefor a pro rata increase on the contract pay. He may change schedules of departures and arrivals in all cases, and particularly to make them conform to connections with railroads, without increase of pay, provided the running time be not abridged. The Postmaster General may also discontinue or curtail the service, in whole or in part, in order to place on the route superior service, or whenever the public interests, in his judgment, shall require such a discontinuance or curtailment for any other cause; he allowing as full indemnity to contractor, one month's extra pay on the amount of service dispensed with, and a pro rata compensation for the amount of service retained and continued.

9. Payments will be made by collections from, or drafts on, postmasters or otherwise, after the expiration of each quarter—say in November, February, May, and August, provided that required evidence of service has been received.

10. The distances given are believed to be substantially correct; but no increased pay will be allowed should they be greater than advertised, if the points to be supplied are correctly stated. Bidders must inform themselves on this point, and also in reference to the weight of the mail, the condition of hills, roads, streams, &c., and all toll-bridges, turnpikes, plank-roads, ferries, or obstructions of any kind by which expense may be incurred. No claim for additional pay, based on such ground, can be considered; nor for alleged mistakes or misapprehension as to the degree of service; nor for bridges destroyed, ferries discontinued, or other obstructions causing or increasing distance or expense occurring during the contract term. Offices established after this advertisement is issued, and also during the contract term, are to be visited without extra pay if the distance be not increased.

11. Bidders are cautioned to mail their proposals in time to reach the Department by the day and hour named in the advertisement, as bids received after that time will not be considered in competition with bids of reasonable amount received in time. Neither can bids be considered which are without the bond, oath, and certificate required by section 245, act of June 23, 1874.

12. Bidders should first propose for service strictly according to the advertisement, and then, if they desire, separately for different service; and if the regular bid be the lowest offered for the advertised service, the other propositions may be considered.

13. There should be but one route bid for in a proposal. Consolidated or combination bids ("proposing one sum for two or more routes") cannot be considered.

14. The route, the service, the yearly pay, the name and residence of the bidder, (that is, his usual post-office address,) and the name of each member of a firm where a company offers, should be distinctly stated.

15. Bidders are requested to use, as far as practicable, the printed proposals furnished by the Department, to write out in full the sum of their bids, and to retain copies of them.

Altered bids should not be submitted. No withdrawal of a bid will be allowed un-

less the withdrawal is received twenty four hours previous to the time fixed for opening the proposals.

16. In case of failure of the accepted bidder to execute a contract, or of the abandonment of service during the contract term, the service will be re-advertised and re-let at the expense of failing bidder or contractor.

17. The Postmaster General reserves the right to reject any bid which may be deemed extravagant; and also to disregard the bids of failing contractors and bidders. (Act of June 8, 1872, section 249.)

18. The bid should be sealed, superscribed "Mail Proposals, State of ——," addressed 'Second Assistant Postmaster General, Contract Office."

19. Every proposal must be accompanied by a bond with sureties approved by a postmaster, and in cases where the amount of the bond exceeds five thousand dollars ($5000) by a postmaster of the first, second, or third class. Bids for service, the pay for which at the time of advertisement exceeds five thousand dollars, ($5000,) must be accompanied by a certified check, or draft, payable to the order of the Postmaster General, on some solvent national bank, of not less than five per centum on the amount of the annual pay on such route, and in case of new or modified service, not less than five per centum of the amount of the bond accompanying the bid, if the amount of said bond exceeds ($5000) five thousand dollars.

The amount of bond required with bids, and the present pay when it exceeds ($5000) five thousand dollars, are stated in the advertisement under the appropriate route.

20. All checks deposited with bids will be held until contract is executed and service commenced by the accepted bidder. Checks will then be returned by mail on the written request of the bidder.

21. Transfers of contracts, or of interest in contracts, are forbidden by law, and consequently cannot be allowed. Neither can bids, or interest in bids, be transferred or assigned to other parties. Bidders will therefore take notice that they will be expected to perform the service awarded to them through the whole contract term.

22. Section 249 of the act of June 8, 1872, provides that contracts for the transportation of the mail shall be "awarded to the lowest bidder tendering sufficient guarantees 'for faithful performance, without other reference to the mode of such transportation than may be necessary to provide for the due celerity, certainty, and security thereof." Under this law bids that propose to transport the mails with "celerity, certainty, and security," having been decided to be the only legal bids, are construed as providing for the entire mail, however large, and whatever may be the mode of conveyance necessary to insure its "celerity, certainty, and security," and have the preference over all others, and no others are considered, except for steamboat routes.

23. A modification of a bid in any of its essential terms is tantamount to a new bid, and cannot be received so as to interfere with regular competition. Making a new bid in proper form is the only way to modify a previous one.

24. Postmasters are cautioned not to sign the approval of the bond of any bidder before the bond is signed by the bidder and his sureties, and not until entirely satisfied of the sufficiency of the sureties. See sections 246 and 247, act of June 23, 1874, accompanying this advertisement.

25. Postmasters are also liable to dismissal from office for acting as agents of contractors or bidders, with or without compensation, in any business, matter, or thing relating to the mail service. They are the trusted agents of the Department, and cannot consistently act in both capacities.

26. In all cases where the routes are not fully supplied with the necessary locks and pouches, it is the duty of the postmaster at the head of the route to make requisition on the Contract Office of this Department for such locks and pouches before 1st July next, provided the route be let.

MARSHALL JEWELL,
14:6w   Postmaster General.

W. F. M. ARNY has lately been appointed postmaster at Fort Defiance, Arizona; and the postoffice at Maryville, in Maricopa county, has been discontinued.

MAJ. BEN. C. TRUMAN republishes our notice of his "Semi-Tropical California" and says it comes "from away out at Tucson," but does not give THE CITIZEN credit. Why not? Major Truman says "we "have a large number of these books on "hand at present, and will do them up "nicely and send them, postage paid, to "any address, for $2. It makes a neat "present, and will do the country good."

A COUNTRY exchange gets off the following on delinquent subscribers: "Looking over an old ledger, we see a long array of names of former subscribers who are indebted to us. Some of them, have moved away and are lost to sight, although to memory dear. Others are carrying the contribution boxes in our churches, and others again have died and are angels in heaven, but they owe us just the same.